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January 24, 2008

Marlene H. Dortch
Secretary
Federal Communications Commission
236 Massachusetts Avenue, NE
Suite 110
Washington, D.C. 20002

FILED/ACCEPTED

JAN 24 2008

Federal Communications Commission
Office of the Secretary

RE: Supplement to Answers to Request for Admissions, Keanan Kintzel; EB Docket No. 07-197

Dear Madame Secretary:

Enclosed for filing on behalf of Keanan Kintzel is the original and 6 copies of the Supplement to Answers to the Enforcement Bureau's Request for Admission of Facts and Genuineness of Documents to Keanan Kintzel, in the above-referenced matter.

Sincerely,

Catherine Park, Esq.

Catherine Park, Esq.

Enclosures: Original + 6 Copies

No. of Copies rec'd
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076

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554**

In the Matter of)

Kurtis J. Kintzel, Keanan Kintzel, and all)
Entities by which they do business before the)
Federal Communications Commission)

Resellers of Telecommunications Services)

To: Presiding Officer, Richard L. Sippel)
(Chief ALJ))

EB Docket No. 07-197

FILED/ACCEPTED

JAN 24 2008

Federal Communications Commission
Office of the Secretary

**SUPPLEMENT TO ANSWERS TO ENFORCEMENT BUREAU'S REQUEST FOR
ADMISSION OF FACTS AND GENUINENESS OF DOCUMENTS TO KEANAN**

KINTZEL

The party, through his undersigned counsel, hereby submits this supplement to the Answers to the Request for Admission of Facts and Genuineness of Documents to Keanan Kintzel, originally filed on November 14, 2007, as follows:

- a. The information supplied in these Answers is true to the best of the party's knowledge, information, and belief;
- b. The word usage and sentence structure may be those of the attorney who in fact prepared these Answers and does not purport to be that of the executing party; and
- c. Discovery is not complete; the party reserves the right to supplement its Answers if additional information comes to its attention.

General Objections

The party renews all objections contained in the original Answers to the Request for Admissions and Genuineness of Documents to Keanan Kintzel, which was filed on November 14, 2007. Nothing in this supplement is intended to be and shall not be construed to be a waiver of the applicability of these general objections which are incorporated by reference into each Answer contained in this supplement.

Answers

1. "BOI entered into a consent decree with the Commission dated on or about February 13, 2004 (the "Consent Decree") in connection with a proceeding under EB Docket No. 03-85."

Answer: Admitted, with respect to Business Options, Inc. The party objects to the definition of "BOI" provided by the Enforcement Bureau, because the definition is overbroad, encompassing companies and entities clearly outside the reasonable range of a question purportedly directed to Business Options, Inc. An overbroad definition violates the due process rights of all the entities, as it would seek to bind entities together that may have nothing to do with each other and/or with the instant proceeding, and permit findings of liability against all if liability is found against even one. The Enforcement Bureau's own attorneys drafted the Consent Decree. The Consent Decree, by its terms, is entered into between the Commission and ***Business Options, Inc., which is narrowly defined in the Consent Decree as limited to related companies "that provide or market long distance telephone service."*** Yet the Enforcement Bureau's Request No. 1 apparently seeks to claim that the Consent Decree was entered into between the Commission and some expanded version of "BOI" that encompasses "any affiliate, ... parent company, ... [and] subsidiary." The Bureau may be seeking reformation of the Consent Decree. If so, reformation must be denied under the doctrines of contributory

negligence, estoppel, waiver, and/or failure to mitigate damages. Reformation is an equitable remedy that will be denied if the party seeking reformation failed to exercise a positive duty (such as diligence in drafting) in the first instance. The Bureau's own attorneys drafted the Consent Decree. Thus the Bureau had every opportunity to correct any purported drafting errors. If the Bureau now is seeking reformation of the Consent Decree, its own contributory negligence and/or failure to mitigate damage act as an estoppel and/or waiver, and reformation must be denied.

2. "Buzz entered into the Consent Decree."

Answer: Objection; the question whether "Buzz" entered into the Consent Decree is either purely a matter of law, thus not an appropriate subject of a Request for Admission, or presents a genuine, disputed issue for trial, thus is denied on that ground. The party also objects to the definition of "Buzz" provided by the Bureau, for the same reasons stated in the Answer to Request No. 1 with respect to the definition of "BOI."

3. "The Companies are signatories to the Consent Decree."

Answer: Objection; the question whether the "Companies" entered into the Consent Decree is either purely a matter of law, thus not an appropriate subject of a Request for Admission, or presents a genuine, disputed issue for trial, thus is denied on that ground. The party also objects to the definition of "Companies" provided by the Bureau, for the same reasons stated in the Answer to Request No. 1 with respect to the definition of "BOI."

4. "Kurtis J. Kintzel is BOI's Chairman of the Board."

Answer: Admitted, with respect to Business Options, Inc. The party objects to the definition of "BOI" provided by the Bureau, as stated in the Answer to Request No. 1.

5. "Kurtis J. Kintzel has been Chairman of the Board of BOI from February 11, 2004 through the present."

Answer: Admitted, with respect to Business Options, Inc. The party objects to the definition of "BOI" provided by the Bureau, as stated in the Answer to Request No. 1.

6. "Kurtis J. Kintzel is BOI's president."

Answer: Admitted, with respect to Business Options, Inc. The party objects to the definition of "BOI" provided by the Bureau, as stated in the Answer to Request No. 1.

7. "Kurtis J. Kintzel has been BOI's president during the period February 11, 2004 through the present."

Answer: Admitted, with respect to Business Options, Inc. The party objects to the definition of "BOI" provided by the Bureau, as stated in the Answer to Request No. 1.

8. "Kurtis J. Kintzel holds a 72 percent equity interest in BOI."

Answer: Admitted, with respect to Business Options, Inc. The party objects to the definition of "BOI" provided by the Bureau, as stated in the Answer to Request No. 1.

9. "Kurtis J. Kintzel has held a majority equity interest in BOI from February 11, 2004 through the present."

Answer: Admitted, with respect to Business Options, Inc. The party objects to the definition of "BOI" provided by the Bureau, as stated in the Answer to Request No. 1.

10. "You are BOI's Secretary/Treasurer."

Answer: Admitted, with respect to Business Options, Inc. The party objects to the definition of "BOI" provided by the Bureau, as stated in the Answer to Request No. 1.

11. "You have been been BOI's Secretary/Treasurer during the period February 11, 2004 through the present."

Answer: Admitted, with respect to Business Options, Inc. The party objects to the definition of "BOI" provided by the Bureau, as stated in the Answer to Request No. 1.

12. "You are a director of BOI."

Answer: Admitted, with respect to Business Options, Inc. The party objects to the definition of "BOI" provided by the Bureau, as stated in the Answer to Request No. 1.

13. "You have been a director of BOI during the period February 11, 2004 through the present."

Answer: Admitted, with respect to Business Options, Inc. The party objects to the definition of "BOI" provided by the Bureau, as stated in the Answer to Request No. 1.

14. "You hold a 26 percent equity interest in BOI."

Answer: Admitted, with respect to Business Options, Inc. The party objects to the definition of "BOI" provided by the Bureau, as stated in the Answer to Request No. 1.

15. "You have held a minority equity interest in BOI from February 11, 2004 through the present."

Answer: Admitted, with respect to Business Options, Inc. The party objects to the definition of "BOI" provided by the Bureau, as stated in the Answer to Request No. 1.

16. "Kurtis J. Kintzel is Buzz's Chairman of the Board."

Answer: Admitted, with respect to Buzz Telecom Corp. The party objects to the definition of "Buzz" provided by the Bureau, for the same reasons stated in the Answer to Request No. 1 with respect to the definition of "BOI."

17. "Kurtis J. Kintzel has been Chairman of the Board of Buzz Telecom from February 11, 2004 through the present."

Answer: Admitted, with respect to Buzz Telecom Corp. The party objects to the definition of "Buzz" provided by the Bureau, for the same reasons stated in the Answer to Request No. 1 with respect to the definition of "BOI."

18. "Kurtis J. Kintzel has been President of Buzz during the period February 11, 2004 through the present."

Answer: Admitted, with respect to Buzz Telecom Corp. The party objects to the definition of "Buzz" provided by the Bureau, for the same reasons stated in the Answer to Request No. 1 with respect to the definition of "BOI."

19. "Kurtis Kintzel is a director of Buzz."

Answer: Admitted, with respect to Buzz Telecom Corp. The party objects to the definition of "Buzz" provided by the Bureau, for the same reasons stated in the Answer to Request No. 1 with respect to the definition of "BOI."

20. "Kurtis Kintzel has been a director of Buzz during the period February 11, 2004 through the present."

Answer: Admitted, with respect to Buzz Telecom Corp. The party objects to the definition of "Buzz" provided by the Bureau, for the same reasons stated in the Answer to Request No. 1 with respect to the definition of "BOI."

21. "Kurtis J. Kintzel holds a 72 percent equity interest in Buzz."

Answer: Admitted, with respect to Buzz Telecom Corp. The party objects to the definition of "Buzz" provided by the Bureau, for the same reasons stated in the Answer to Request No. 1 with respect to the definition of "BOI."

22. "Kurtis J. Kintzel has held a majority equity interest in Buzz from February 11, 2004 through the present."

Answer: Admitted, with respect to Buzz Telecom Corp. The party objects to the definition of "Buzz" provided by the Bureau, for the same reasons stated in the Answer to Request No. 1 with respect to the definition of "BOI."

23. "You are Buzz's Secretary."

Answer: Admitted, with respect to Buzz Telecom Corp. The party objects to the definition of "Buzz" provided by the Bureau, for the same reasons stated in the Answer to Request No. 1 with respect to the definition of "BOI."

24. "You have been Secretary of Buzz Telecom from February 11, 2004 through the present."

Answer: Admitted, with respect to Buzz Telecom Corp. The party objects to the definition of "Buzz" provided by the Bureau, for the same reasons stated in the Answer to Request No. 1 with respect to the definition of "BOI."

25. "You are a director of Buzz."

Answer: Admitted, with respect to Buzz Telecom Corp. The party objects to the definition of "Buzz" provided by the Bureau, for the same reasons stated in the Answer to Request No. 1 with respect to the definition of "BOI."

26. "You have been a director of Buzz during the period February 11, 2004 through the present."

Answer: Admitted, with respect to Buzz Telecom Corp. The party objects to the definition of "Buzz" provided by the Bureau, for the same reasons stated in the Answer to Request No. 1 with respect to the definition of "BOI."

27. "You hold a 26 percent equity interest in Buzz."

Answer: Admitted, with respect to Buzz Telecom Corp. The party objects to the definition of "Buzz" provided by the Bureau, for the same reasons stated in the Answer to Request No. 1 with respect to the definition of "BOI."

28. "You have held a minority equity interest in Buzz from February 11, 2004 through the present."

Answer: Admitted, with respect to Buzz Telecom Corp. The party objects to the definition of "Buzz" provided by the Bureau, for the same reasons stated in the Answer to Request No. 1 with respect to the definition of "BOI."

29. "Kurtis J. Kintzel holds a 72 percent equity interest in Avatar."

Answer: Admitted, with respect to Avatar Enterprises, Inc. The party objects to the definition of "Avatar" provided by the Bureau, for the same reasons stated in the Answer to Request No. 1 with respect to the definition of "BOI."

30. "Kurtis J. Kintzel has held a majority equity interest in Avatar from February 11, 2004 through the present."

Answer: Admitted, with respect to Avatar Enterprises, Inc. The party objects to the definition of "Avatar" provided by the Bureau, for the same reasons stated in the Answer to Request No. 1 with respect to the definition of "BOI."

31. "You are a director of Avatar."

Answer: Admitted, with respect to Avatar Enterprises, Inc. The party objects to the definition of "Avatar" provided by the Bureau, for the same reasons stated in the Answer to Request No. 1 with respect to the definition of "BOI."

32. "You have been a director of Avatar during the period February 11, 2004 through the present."

Answer: Admitted, with respect to Avatar Enterprises, Inc. The party objects to the definition of "Avatar" provided by the Bureau, for the same reasons stated in the Answer to Request No. 1 with respect to the definition of "BOI."

33. "You hold a 26 percent equity interest in Avatar."

Answer: Admitted, with respect to Avatar Enterprises, Inc. The party objects to the definition of "Avatar" provided by the Bureau, for the same reasons stated in the Answer to Request No. 1 with respect to the definition of "BOI."

34. "You have held a minority equity interest in Avatar from February 11, 2004 through the present."

Answer: Admitted, with respect to Avatar Enterprises, Inc. The party objects to the definition of "Avatar" provided by the Bureau, for the same reasons stated in the Answer to Request No. 1 with respect to the definition of "BOI."

35. "You and Kurtis J. Kintzel are brothers."

Answer: Objection; the question is irrelevant and not likely to lead to the discovery of material, admissible evidence. Notwithstanding the foregoing, and without waiving any objections, the party states as follows: Admitted.

36. "Kurtis J. Kintzel is responsible for overseeing the financial management of BOI."

Answer: Admitted, with respect to Business Options, Inc. The party objects to the definition of "BOI" provided by the Bureau, as stated in the Answer to Request No. 1.

37. "Kurtis J. Kintzel has been responsible for overseeing the financial management of BOI during the period February 11, 2004 through the present."

Answer: Admitted, with respect to Business Options, Inc. The party objects to the definition of "BOI" provided by the Bureau, as stated in the Answer to Request No. 1.

38. "You are responsible for overseeing the day-to-day activities of BOI."

Answer: Admitted, with respect to Business Options, Inc. The party objects to the definition of "BOI" provided by the Bureau, as stated in the Answer to Request No. 1.

39. "You have been responsible for overseeing the day-to-day activities of BOI during the period February 11, 2004 through November 2006."

Answer: Admitted, with respect to Business Options, Inc. The party objects to the definition of "BOI" provided by the Bureau, as stated in the Answer to Request No. 1.

40. "You have been responsible for overseeing the day-to-day activities of BOI during the period December 2006 through the present."

Answer: Admitted, with respect to Business Options, Inc. The party objects to the definition of "BOI" provided by the Bureau, as stated in the Answer to Request No. 1.

41. "Kurtis J. Kintzel is responsible for overseeing the financial management of Buzz."

Answer: Admitted, with respect to Buzz Telecom Corp. The party objects to the definition of "Buzz" provided by the Bureau, for the same reasons stated in the Answer to Request No. 1 with respect to the definition of "BOI."

42. "Kurtis J. Kintzel has been responsible for overseeing the financial management of Buzz during the period February 11, 2004 through the present."

Answer: Admitted, with respect to Buzz Telecom Corp. The party objects to the definition of "Buzz" provided by the Bureau, for the same reasons stated in the Answer to Request No. 1 with respect to the definition of "BOI."

43. "Kurtis J. Kintzel is responsible for overseeing the regulatory compliance of Buzz."

Answer: Admitted, with respect to Buzz Telecom Corp. The party objects to the definition of "Buzz" provided by the Bureau, for the same reasons stated in the Answer to Request No. 1 with respect to the definition of "BOI."

44. "Kurtis J. Kintzel has been responsible for overseeing the regulatory compliance of Buzz during the period February 11, 2004 through the present."

Answer: Admitted, with respect to Buzz Telecom Corp. The party objects to the definition of "Buzz" provided by the Bureau, for the same reasons stated in the Answer to Request No. 1 with respect to the definition of "BOI."

45. "Kurtis J. Kintzel is responsible for overseeing the regulatory compliance of Buzz."

Answer: Admitted, with respect to Buzz Telecom Corp. The party objects to the definition of "Buzz" provided by the Bureau, for the same reasons stated in the Answer to Request No. 1 with respect to the definition of "BOI."

46. "Kurtis J. Kintzel has been responsible for overseeing the regulatory compliance of Buzz during the period February 11, 2004 through the present."

Answer: Admitted, with respect to Buzz Telecom Corp. The party objects to the definition of "Buzz" provided by the Bureau, for the same reasons stated in the Answer to Request No. 1 with respect to the definition of "BOI."

47. "You are responsible for overseeing the day-to-day activities of Buzz."

Answer: Admitted, with respect to Buzz Telecom Corp. The party objects to the definition of "Buzz" provided by the Bureau, for the same reasons stated in the Answer to Request No. 1 with respect to the definition of "BOI."

48. "You have been responsible for overseeing the day-to-day activities of Buzz during the period February 11, 2004 through November 2006."

Answer: Admitted, with respect to Buzz Telecom Corp. The party objects to the definition of "Buzz" provided by the Bureau, for the same reasons stated in the Answer to Request No. 1 with respect to the definition of "BOI."

49. "You have been responsible for overseeing the day-to-day activities of Buzz during the period December 2006 through the present."

Answer: Admitted, with respect to Buzz Telecom Corp. The party objects to the definition of "Buzz" provided by the Bureau, for the same reasons stated in the Answer to Request No. 1 with respect to the definition of "BOI."

50. "Kurtis J. Kintzel had to approve all scripts used by telemarketers to market Buzz during the period February 11, 2004 through November 2006."

Answer: Objection; whether Kurtis J. Kintzel "had to approve" such scripts is either purely a matter of law, thus not an appropriate subject of a Request for Admission, or presents a genuine, disputed issue for trial, thus is denied on that ground. Notwithstanding the foregoing, and without waiving any objections, the party states as follows: Kurtis J. Kintzel did approve all company authorized scripts to be used during the period February 11, 2004 through November 2006. The party objects to the definition of "Buzz" provided by the Bureau, for the same reasons stated in the Answer to Request No. 1 with respect to the definition of "BOI."

51. "Kurtis J. Kintzel has had to approve all scripts used by telemarketers to market Buzz during the period December 2006 through the present."

Answer: Objection; whether Kurtis J. Kintzel "had to approve" such scripts is either purely a matter of law, thus not an appropriate subject of a Request for Admission, or presents a genuine, disputed issue for trial, thus is denied on that ground. Notwithstanding the foregoing, and without waiving any objections, the party states as follows: Buzz Telecom Corp. has not marketed or sold long-distance service during the period December 2006 through the present, thus no scripts were authorized during that time. The party objects to the definition of "Buzz" provided by the Bureau, for the same reasons stated in the Answer to Request No. 1 with respect to the definition of "BOI."

52. "You reviewed all scripts used by telemarketers to market Buzz during the period February 11, 2004 through November 2006."

Answer: Denied, with respect to Buzz Telecom Corp. The party objects to the definition of "Buzz" provided by the Bureau, for the same reasons stated in the Answer to Request No. 1 with respect to the definition of "BOI."

53. "You have reviewed all scripts used by telemarketers to market Buzz during the period December 2006 through the present."

Answer: Denied, with respect to Buzz Telecom Corp. Buzz Telecom Corp. did not market or sell long-distance services during the period December 2006 through the present. The party objects to the definition of "Buzz" provided by the Bureau, for the same reasons stated in the Answer to Request No. 1 with respect to the definition of "BOI."

SWORN STATEMENT

I hereby declare under penalty of perjury that the information supplied in the foregoing Answers is true to the best of my knowledge, information, and belief. The word choice and sentence structure may be those of the attorney and does not purport to be that of the executing party. Discovery is not complete; the party reserves the right to supplement his Answers if additional information comes to his attention. Executed on January 22, 2008.



Keanan Kintzel

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Certificate of Service

I HEREBY CERTIFY that a true and correct copy of the foregoing was sent for filing on this 24th day of January 2008, by hand delivery, to the following:

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Washington, D.C. 20002

And served by U.S. Mail, First Class, on the following:

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